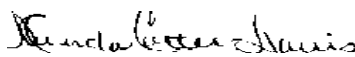


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W56MES-4106-9179		PAGE 1 OF 11	
2. CONTRACT NO. W911XK-04-P-0085		3. AWARD/EFFECTIVE DATE 27-Jul-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W911XK-04-T-0045	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VERNARD L MOORE				b. TELEPHONE NUMBER (No Collect Calls) 313 226-6433	
9. ISSUED BY U S ARMY ENGINEER DISTRICT, DETROIT ATTN: CELRE-CT POST OFFICE BOX 1027 DETROIT MI 48231-1027 TEL: 313 226-5148 FAX: 313 226-2209		CODE W911XK		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 333132 SIZE STANDARD:500e		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DETROIT AREA OFFICE ROBERT J ERWIN 6309 W. JEFFERSON BUILDING 414 DETROIT MI 48209		CODE H7L8100		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR DTE ENERGY TECHNOLOGIES 37849 INTERCHANGE DRIVE FARMINGTON HILLS MI 48335 TEL. 248 427 2200		CODE 1UM49 FACILITY CODE 1UM49		18a. PAYMENT WILL BE MADE BY U S ARMY CORPS OF ENGINEERS FINANCE AND 5700 WASP AVENUE MILLINGTON TN 38054			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$62,129.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>TE quote 010204-870F-RGM</u> <input checked="" type="checkbox"/> OFFER DATED <u>23-Jul-2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS <u>SEE SCHEDULE</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 27-Jul-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) WANDA C CARTER-DAVIS / ADDED BY SUMI TEL: 313 226-5148 EMAIL: W			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 11	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT(<i>Location</i>)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CONTRACT REQUIREMENTS

This purchase order award is for the purchase and installation of an Energy Now, Generac model 3 SG130, 130KW and supply items as stated in the following specifications.

***Note: This purchase order award includes an energy/now, 200 and 400-amp ATS. This order also includes the Detroit Public Lighting Shut-Off fee (NTE 2,500.00) but does NOT include any associated fees for any Gas Meter Upgrades.**

Delivery and installation period – The generator is to be delivered and installed within (8) weeks of purchase order award.

Section SF 1449 - CONTINUATION SHEET

GENERATOR/INSTALLATION SPECS

PROVIDE THE NECESSARY SUPPLIES MATERIALS AND SERVICES TO INSTALL A CONTRACTOR PROVIDED EMERGENCY GENERATOR AND SUPPLIES TO POWER BLDS 414 AND 412 AT THE DETROIT DISTRICTS' DETROIT AREA OFFICE LOCATED AT 6309 W.JEFFERSON, DETROIT, MI 48209

GENERATOR SPECS

ENERGYNOW, GENERAC MODEL 3 **SG130**, 130KW OR EQUIVALENT
 SUPPLY AND INSTALL 1 DUAL FUEL (NATURAL GAS AND LPG) 130 KW RATED NATURALLY ASPIRATED V-10 ENGINE GENERATOR WITH THE FOLLOWING FEATURES AND ACCESSORIES: S G O 0130 -J3666.8 N 30 EBYYC, 130 KW RATING, SYNCHRONOUS ALTERNATOR, WIRED FOR 120/240 VAC 3 PHASE, 60 HZ, BRUSHLESS EXCITATION, ANALOG/DIGITAL CONTROL PANEL WITH: AC VOLT, AMP AND FREQUENCY METERS W/PHASE SELECTOR SWITCH, EMERGENCY STOP SWITCH AND AUDIBLE ALARM, BATTERY CHARGER FUSE AND PANEL LAMP, PROGRAMMABLE ENGINE CONTROL AND MONITORING MODULE WITH: MANUAL, OFF, AUTO SWITCH, FOUR LEDS TO INDICATE GENERATOR READY, NOT IN AUTO, ALARM ACTIVE, AND GENERATOR RUNNING. DATA ENTRY KEYPAD WITH DIGITAL DISPLAY PANEL FOR: OIL PRESSURE, COOLANT TEMPERATURE, FUEL LEVEL, DC BATTERY VOLTAGE, RUN TIME HOURS. ALARM INDICATION FOR: HIGH OR LOW AC AND BATTERY VOLTAGE, HIGH OR LOW FREQUENCY, LOW OR PRE-LOW OIL PRESSURE, LOW WATER TEMPERATURE AND LEVEL, HIGH AND PRE-HIGH ENGINE TEMP, HIGH, LOW AND CRITICAL LOW FUEL LEVELS, OVERCRANK AND OVERSPEED, UNIT NOT IN "AUTOMATIC MODE", 2 USER PROGRAMMABLE ANALOG CHANNELS, 8 USER PROGRAMMABLE DIGITAL CHANNELS * SERIAL COMMUNICATION VIA RS232, RS485 OR EXTERNAL MODEM. ELECTRON ISOCRONOUS GOVERNOR WITH A 0.5% FREQUENCY REGULATION, 450A UL MAINLINE CIRCUIT BREAKER, **SOUND ATTENUATED** WEATHER PROTECTIVE GRAY ENCLOSURE W/INTEGRAL CRITICAL GRADE MUFFLER AND A BAKED, POWDER PAINT FINISH, 90 AH BATTERY W/RACK INSTALLED, 10 AMP BATTERY CHARGER INSTALLED, BATTERY CHARGER ALTERNATOR, BATTERY CABLES, BATTERY TRAY, FUEL SHUT-OFF SOLENOID VALVE, SOLENOID ACTIVATED STARTER MOTOR, FUEL FILTER AND WATER SEPARATOR, AIR CLEANER AND OIL FILTER WITH INTERNAL BYPASS, OIL AND ANTIFREEZE, OIL AND RADIATOR DRAIN EXTENSIONS, VIBRATION ISOLATORS BETWEEN ENGINE/ALTERNATOR AND BASE FRAME, STANDARD FLEX EXHAUST, COOLANT HEATER, AIR DUCT ADAPTER, STANDARD SET OF 3 MANUALS COVERING OPERATION AND MAINTENANCE. UL2200 LISTED, TWO YEAR STANDARD WARRANTY.

SPECS FOR AUTOMATIC TRANSFER SWITCHES

ENERGY-NOW 200 AMP ATS OR EQUIVALENT CONSISTING OF THE FOLLOWING TYPECODE AND COMPONENTS:

GTS 020 W-3 J 2 L D N C N

- RATED AT 200 AMPS, 3 POLE CONSTRUCTION
- OPERATING AT 60 HZ, 240 VOLTS, 3 PHASE, WITH 2- WIRE START CIRCUIT
- UTILITY VOLTAGE SENSING CONTROL.
 - DROP OUT AND PICK-UP
 - UTILITY INTERRUPT DELAY
- ADJUSTIBLE LOGIC CONTROLS
 - MINIMUM STANDBY VOLTAGE
 - MINIMUM STAND-BY FREQUENCY
 - ENGINE WARMUP
 - INPHASE MONITOR

TIME DELAY NEUTRAL
 RETURN TO UTILITY
 ENGINE COOL DOWN
 TRANSFER ON EXERCISE
 -7 DAY PROGRAMABLE EXERCISER.
 -NEMA-3R ENCLOSURE
 -3 MANUALS COVERING OPERATION AND MAINTENANCE.
 -UL 1008 LISTED
 -2 YEAR WARRANTY

ENERGY-NOW 400 AMP ATS OR EQUIVALENT CONSISTING OF THE FOLLOWING TYPECODE AND COMPONENTS:

GTS 040 W-3 J 2 L D N C N
 -RATED AT 400 AMPS, 3 POLE CONSTRUCTION
 -OPERATING AT 60 HZ, 240 VOLTS , 3 PHASE, WITH 2- WIRE START CIRCUIT
 -UTILITY VOLTAGE SENSING CONTROL.
 DROP OUT AND PICK-UP
 UTILITY INTERRUPT DELAY
 -ADJUSTIBLE LOGIC CONTROLS
 MINIMUM STANDBY VOLTAGE
 MINIMUM STAND-BY FREQUENCY
 ENGINE WARMUP
 INPHASE MONITOR
 TIME DELAY NEUTRAL
 RETURN TO UTILITY
 ENGINE COOL DOWN
 TRANSFER ON EXERCISE
 -7 DAY PROGRAMABLE EXERCISER.
 -NEMA-3R ENCLOSURE
 -3 MANUALS COVERING OPERATION AND MAINTENANCE.
 -UL 1008 LISTED
 -2 YEAR WARRANTY

INSTALLATION

- INSTALL 130KW GENERATOR 120/240 VAC, 3 PHASE, 4 WIRE, DUAL FUEL (NATURAL GAS & LPG) WITH OUTDOOR ENCLOSURE
PER MANUFACTURER'S SPECS.
- INSTALL ONE 400-AMP THREE PHASE AUTOMATIC TRANSFER SWITCH . (BLD 414)
- INSTALL APROX 40 FEET OF 4 INCH WITH 500 MCM FROM GENERATOR TO AUTO -MATIC TRANSFER SWITCH.
- INSTALL ONE 200-AMP THREE-PHASE AUTOMATIC TRANSFER SWITCH. (Bld 412).
- INSTALL APROX 200 FEET OF 2 INCH WITH 3/0 THHN FROM GENERATOR TO AUTOMATIC TRANSFER SWITCH.
- INSTALL APROX 40 FT OF 4 INCH FROM DISCONNECT TO AUTOMATIC TRANSFER SWITCH BACK TO SERVICE
- INSTALL 40 FEET OR LESS OF GAS PIPE
- REMOVE AND DISPOSE ASPHALT AND INSTALL CONCRETE PAD FOR GENERATOR INSTALLATION. **THE CONCRETE PAD SHALL MEET THE FOLLOWING STANDARDS:**
 - - Mix: 4,000 psi compressive strength concrete mix.
 - - Thickness: 6" thick pad that is 6" larger than the generator base on all sides.

- - Reinforcement: WWF D6 with 3" x 3" wire grid for temperature and shrinkage reinforcing steel (WWF stands for welded wire fabric - the D stands for deformed wire). Locate the WWF at mid-thickness of the pad. Maintain a minimum 1.5" of concrete cover at the ends of the WWF.
- - Base: Minimum 6" thick granular base to provide drainage under the pad. Do not use sand - use a well graded gravel with maximum aggregate size of 3/4". Be sure the sub-grade (material below the gravel) is compacted to min 95% proctor. The undisturbed existing ground should meet this requirement.
- - Use a plastic vapor barrier (polyethylene sheeting) between the gravel base and concrete.
- - Slope: Make sure the top of the pad is sloped about an 1/8" per foot to drain water - preferably to the side of the pad furthest from the building or any adjacent structure
- THE CONTRACTOR MUST PERFORM A SITE VISIT PRIOR TO SUBMITTING A PRICE QUOTE.
- CONTRACTOR IS RESPONSIBLE FOR ALL FEES AS REQUIRED TO CITY OF DETROIT AND DETROIT POWER AND LIGHT. PROVIDE START-UP AND TRAINING.
- CONTRACTOR MUST RUN A COMPLETE TEST OF THE SYSTEM WITH MAIN POWER DISABLED AND GENERATOR OPERATING WITH LOAD. CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH DTE ENERGY AND/OR DETROIT POWER AND LIGHT AND ANY FEES OR CHARGES.
- CONTRACTOR SHALL SUPPLY ALL WIRE, PIPING, CABLES, CONCRETE, PARTS, ETC NECESSARY TO INSTALL AND MAKE FULLY OPERATIONAL THE REQUIRED EMERGENCY POWER SYSTEM.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide the necessary supplies, materials and services to install a contractor provided generator and transfer switches. Supply and installation services are to be in accordance with the attached generator, automatic transfer switches, installation services and concrete pad specifications.	1	Lump Sum	\$62,129.00	\$62,129.00

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	20-SEP-2004	1	DETROIT AREA OFFICE	H7L8100
			ROBERT J ERWIN	
			6309 W. JEFFERSON BUILDING 414	
			DETROIT MI 48209	
			FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 96X49020000 082427 31002LFC0B40.04.014848 NA 96203
 COST 000000000000
 CODE:
 AMOUNT: \$62,129.00

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-3	Offeror Representations and Certification--Commercial Items	JAN 2004
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	MAY 2004
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will

be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)